

11/17/2020 9:02 AM

IN THE SUPERIOR COURT OF GWINNETT COUNTY


CLERK OF SUPERIOR COURT

STATE OF GEORGIA

EUROPEAN STUCCO UNLIMITED
COMPANY, INC. d/b/a EUROPEAN
STUCCO CO., INC.,

Plaintiff,

vs.

GM / GS RESTORATION TECHNOLOGY,
LLC.,

Defendant.

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CIVIL ACTION

FILE NO. 20-A-07721-1**COMPLAINT FOR MONEY DAMAGES**

COMES NOW the Plaintiff in the above styled action, and makes this, its Complaint for Money Damages and shows this Honorable Court the following:

PARTIES, JURISDICTION AND VENUE

1.

Plaintiff EUROPEAN STUCCO UNLIMITED COMPANY, INC. d/b/a EUROPEAN STUCCO CO., INC. (hereinafter "Plaintiff") is a Georgia Corporation authorized to do business in the State of Georgia and is otherwise authorized to initiate this action.

2.

Defendant GM / GS RESTORATION TECHNOLOGY, LLC, ("Defendant") is a Louisiana corporation that is authorized to do business in this State and is subject to the jurisdiction and venue of this Court pursuant to O.C.G.A. § 14-11-1108 and § 14-2-510. Defendant may be served with a copy of this Summons and Complaint by and through its Registered Agent, Sobeyda Mosquea, at: 29 Queens Court, Chalmette, LA 70043.

3.

Plaintiff has performed all conditions precedent to bringing this action.

4.

This Court has personal jurisdiction over Defendant and subject matter jurisdiction is proper in this Court.

5.

Venue is proper in this Court.

COUNT I – BREACH OF CONTRACT FOR THE MIRAMAR PROJECT

6.

Plaintiff hereby adopts and incorporates by reference the material allegations set forth in Paragraphs 1 through 5 as if specifically set forth herein.

7.

Defendant and Plaintiff entered into an agreement whereby Defendant was to provide goods and services for the Project known as the The Blake at Miramar Beach (hereinafter the “TBAMB Project”) located at 90 Ponce De Leon St., Miramar Beach, FL 32550

8.

The labor and materials furnished by Defendant were defective and have not been corrected by Defendant.

9.

Defendant overcharged Plaintiff for work that was either not performed, or if performed, was done so in a defective manner.

10.

Plaintiff hired other contractors to remedy the defective work of Defendant.

11.

Defendant is indebted to the Plaintiff pursuant to the parties' contract and for the costs incurred by Plaintiff to remedy Defendant's defective work. The principal amount owed by Defendant to the Plaintiff on the TBAMB Project is \$105,000.00, plus prejudgment interest at the rate of eighteen percent (18%) per annum, plus court costs, plus attorney's fees pursuant to O.C.G.A. 13-6-11 and 13-1-11, plus post-judgment interest at the legal rate.

COUNT II – BREACH OF CONTRACT FOR THE PCB PROJECT

12.

Plaintiff hereby adopts and incorporates by reference the material allegations set forth in Paragraphs 1 through 11 as if specifically set forth herein.

13.

Defendant and Plaintiff entered into an agreement whereby Defendant was to provide goods and services for the Project known as the The Blake at Panama City Beach (hereinafter the "TBAPCB Project") located at 12219 Panama City Beach PKWY, Panama City Beach, FL 32407.

14.

The labor and materials furnished by Defendant were defective and have not been corrected by Defendant.

15.

Defendant overcharged Plaintiff for work that was either not performed, or if performed, was done so in a defective manner.

16.

Plaintiff hired other contractors to remedy the defective work of Defendant.

17.

Defendant is indebted to the Plaintiff pursuant to the parties' contract and for the costs incurred by Plaintiff to remedy Defendant's defective work. The principal amount owed by Defendant to the Plaintiff on the TBAPCB Project is \$150,000.00, plus prejudgment interest at the rate of eighteen percent (18%) per annum, plus court costs, plus attorney's fees pursuant to O.C.G.A. 13-6-11 and 13-1-11, plus post-judgment interest at the legal rate.

COUNT II - ATTORNEY'S FEES

18.

Plaintiff hereby adopts and incorporates by reference the material allegations set forth in Paragraphs 1 through 17 as if specifically set forth herein.

19.

Plaintiff has made numerous demands upon the Defendant for payment of the amounts owed to the Plaintiff as prayed for in this Complaint, but to date, said demands have either been ignored or have gone unanswered. All of these demands were made prior to the initiation of this lawsuit. Plaintiff, therefore, hereby makes a demand for attorney's fees and cost of litigation in that the Defendant has been stubbornly litigious as defined in O.C.G.A. § 13-6-11.

20.

Plaintiff hereby makes demand for payment and gives notice to Defendant pursuant to O.C.G.A. 13-6-11 of its intention to seek such additional charges if the entire balance of the principal and interest is not paid within ten (10) days of the service of this Complaint.

WHEREFORE, Plaintiff prays for the following relief:

- (a) That process issue against the Defendant according to law;
- (b) That Plaintiff recovers from the Defendant the principal sum of \$255,000.00;

- (c) That Plaintiff recover from the Defendant prejudgment interest at the rate of eighteen percent (18%) per annum;
- (d) That Plaintiff recover from the Defendant post-judgment interest at the legal rate;
- (e) That Plaintiff recover from the Defendant its attorney's fees;
- (f) That Plaintiff recover its court costs and lien fees incurred in prosecuting this action;
and,
- (g) That Plaintiff have such other and further relief as this Court deems just and proper.

Respectfully submitted,

THE RAD FIRM, LLC

/s/ Robert Adamson

Robert D. Adamson, Jr.

Georgia State Bar No. 865772

Attorney for Plaintiff

1785 The Exchange
Atlanta, Georgia 30339
robert.adamson@radfirm.com
T: 404.236.9841

11/17/2020 9:02 AM

IN THE SUPERIOR COURT OF GWINNETT COUNTY
STATE OF GEORGIA
CLERK OF SUPERIOR COURT

SUMMONS

EUROPEAN STUCCO UNLIMITED
COMPANY, INC. d/b/a EUROPEAN
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Plaintiff,

vs.

GM / GS RESTORATION TECHNOLOGY,
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CIVIL ACTION

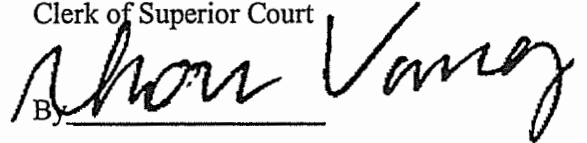
20-A-07721-1

FILE NO. _____

TO THE ABOVE NAMED DEFENDANT(S):

You are hereby summoned and required to file with the Clerk of said Court at
<https://efilega.tylerhost.net/ofswb> and serve upon plaintiff's attorney, whose name and address is:Robert D. Adamson, Jr.
The RAD Firm LLC
1785 The Exchange
Atlanta, GA 30339An answer to the complaint which is herewith served upon you, within 30 days after service of this
summons upon you, exclusive of the day of service; unless proof of service of this complaint is not filed
within five (5) business days of such service. Then time to answer shall not commence until such proof of
service has been filed. **IF YOU FAIL TO DO SO, JUDGMENT BY DEFAULT WILL BE TAKEN AGAINST YOU
FOR THE RELIEF DEMANDED IN THE COMPLAINT.**This 17 day of NOVEMBER, 2020

Clerk of Superior Court

By 

Deputy Clerk

The defendant upon whom this petition is served:

This copy of complaint and summons was served upon you _____, 20____

EXHIBIT A